

JUN 18 '97

2-55 PM

LAW OFFICES  
**MILES & STOCKBRIDGE**

A PROFESSIONAL CORPORATION

10 LIGHT STREET

BALTIMORE, MARYLAND 21202-1487

TELEPHONE 410-727-6464

FAX 410-385-3700

CAMBRIDGE, MD  
EASTON, MD  
FREDERICK, MDMCLEAN, VA  
ROCKVILLE, MD  
TOWSON, MD  
WASHINGTON, D.C.JOHN A. STALFORT  
410-385-3424

June 17, 1997

RECEIVED  
SURFACE TRANSPORTATION  
BOARD

JUN 18 2 55 PM '97

via FEDERAL EXPRESSSurface Transportation Board  
1925 K Street, N.W.  
Washington, D.C. 20423-0001  
Attention: Mrs. Janice Fort  
Recordation

Re: Our File No.: 258-1712

Dear Mrs. Fort:

Enclosed for recordation as a secondary document pursuant to the provisions of 49 U.S.C. §11301(a) are one original and one notarized copy of the following document:

Assignment of Lease and Rents Modification Agreement dated June 17, 1997 by and between The First National Bank of Maryland for the benefit of Aid Association for Lutherans which relates to the Assignment of Lease and Rents dated March 4, 1997 from The First National Bank of Maryland to Aid Association for Lutherans which was recorded with the Surface Transportation Board on March 4, 1997 at 10:20 a.m., under Recordation No. 20561-A

Also enclosed is a check in the amount of \$24.00 to cover the costs of recording this document.

Once this document has been recorded, please return the same to the undersigned.

Thank you for your prompt attention to this matter. Please call me at (410) 385-3424 if you have any questions.

Sincerely,



John A. Stalfort

JAS:mes  
Enclosures

STATE OF MARYLAND

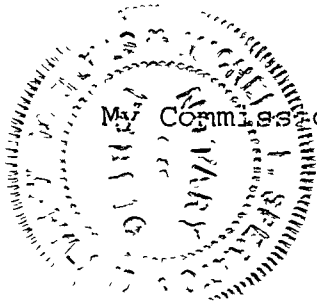
SS:

CITY OF BALTIMORE

THIS IS TO CERTIFY that the attached Assignment of Lease and Rents Modification Agreement is a true and complete copy of such Assignment of Lease and Rents Modification Agreement.

WITNESS my hand and seal this 17<sup>th</sup> day of June, 1997.

Michelle E. Sperato  
Notary Public



My Commission Expires:

January 28, 2001

JUN 18 '97

2-55 PM

**ASSIGNMENT OF LEASE AND RENTS  
MODIFICATION AGREEMENT**

THIS ASSIGNMENT OF LEASE AND RENTS MODIFICATION AGREEMENT ("this Agreement") is made as of this 17th day of June, 1997, by and between THE FIRST NATIONAL BANK OF MARYLAND, a national banking association (the "Assignor") to and for the benefit of AID ASSOCIATION FOR LUTHERANS (the "Assignee"), witnesseth:

RECITALS

A. Pursuant to the Secured Note Purchase Agreement dated as of March 4, 1997 between the Assignor and the Assignee, the Assignor delivered to the Assignee an Assignment of Lease and Rents dated as of March 4, 1997 (the "Assignment") assigning to Assignee all of Assignor's estate, right, title and interest in and under the Lease Agreement between Assignor, as lessor, and Mobil Oil Corporation, as lessee, a Memorandum of which was recorded with the Surface Transportation Board on March 4, 1997, and assigned Recordation Number 20561. The Assignment was recorded with the Surface Transportation Board on March 4, 1997 and assigned Recordation Number 20561-A.

B. The Assignor and the Assignee desire to amend certain provisions of the Assignment.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. The facts set forth above are true and accurate in each respect.

2. The Assignment is hereby amended as follows:

Exhibit A is replaced by the new attached Exhibit A.

3. The term "this Assignment" as used in the Assignment shall mean the Assignment as modified herein unless the context clearly indicates or dictates a contrary meaning.

4. The Assignor will execute such confirmatory instruments with respect to the Assignment as the Assignee may require.

5. The Assignor ratifies and confirms all of its liabilities and obligations under the Assignment and agrees that, except as expressly modified in this Agreement, all other terms and provisions of the Assignment continue in full force and effect as set forth specifically therein. The Assignor and the Assignee agree that this Agreement shall not be construed as an assignment

to extinguish the original obligations under the Assignment and shall not constitute a novation as to the obligations of the Assignor under the Assignment.

6. This Agreement may not be amended, changed, modified, altered, or terminated without in each instance the prior written consent of the Assignee. This Agreement shall be construed in accordance with and governed by the laws of the State of Maryland.

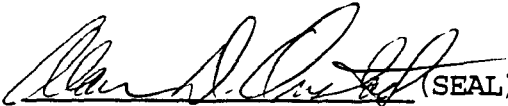
7. This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Agreement to be executed under seal as of the date first above written.

~~ATTEST:~~

AID ASSOCIATION FOR LUTHERANS

By:  (SEAL)

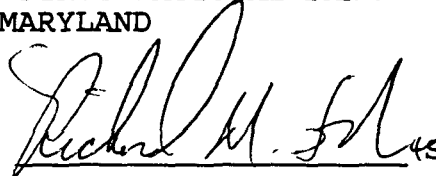
ALAN D. ONSTAD

ASSISTANT VICE PRESIDENT-SECURITIES

THE FIRST NATIONAL BANK  
OF MARYLAND

WITNESS:

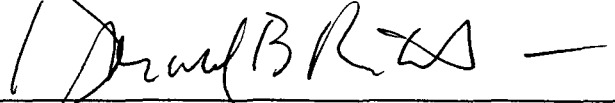


By:  (SEAL)

A FN171204.ASS/Mob11 (Amendments)/Disk3/mes

## AUTHENTICATION

Signature of ALAN D. ONSTAD, Assistant Vice President -- Securities of Aid  
Association for Lutherans authenticated this 16th day of June, 1997.

A handwritten signature in dark ink, appearing to read "Donald B. Rintelman", written over a horizontal line.

Donald B. Rintelman

Title: Member State Bar of Wisconsin

STATE OF MARYLAND, City OF Baltimore, TO WIT:

I HEREBY CERTIFY, that on this 8th day of May 1997, before me, the undersigned, a Notary Public of the State of Maryland, personally appeared Richard M. Folio, the A.V.P. of The First National Bank of Maryland, a national banking association, known (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained as the duly authorized A.V.P. of said corporation by signing the name of the corporation by himself as A.V.P..

AS WITNESS my hand and notarial seal.

  
Notary Public

My Commission Expires:

Roger Weaver, Notary Public  
State of Maryland  
Commission expires Jan. 1, 1999

EXHIBIT A

DESCRIPTION OF COLLATERAL

- Group I:** Fifty (50) newly manufactured 6,270 cubic foot capacity covered hopper plastic pellet railcars bearing road marks as follows: MBLX 53460 through 53509, inclusive
- Group II:** Seventy (70) newly manufactured, single compartment, 27,701 gallon capacity lube tank railcars bearing road marks as follows: MBLX 28010 through 28079, inclusive.
- Group III:** Four (4) newly manufactured, single compartment, 27,775 gallon capacity lube tank railcars bearing road marks as follows: MBLX 28084, 28085, 28086 and 28090.